

CONTRACTUAL AGREEMENT

BETWEEN

THE GREENWICH TOWNSHIP BOARD OF EDUCATION

AND

THE PROFESSIONAL STAFF OF

THE GREENWICH TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2004 TO JUNE 30, 2007

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## **GREENWICH TOWNSHIP BOARD OF EDUCATION**

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Mr. Joseph Marcucci, Vice President  
Mrs. Marie Downes McDonald, Member  
Mr. Joseph Duca, Member  
Mr. Larry Hall, Member  
Mrs. Robyn Glocker-Hammond, Member  
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Mrs. Susan McAlary, Principal, Broad Street School  
Mrs. Suzanne Gibson, Principal, Nehaunsey Middle School  
Mr. Scott Campbell, Business Administrator/Board Secretary  
Mr. Robert Kiliany, Director, Special Services

## **BOARD SOLICITOR**

Mr. Armando V. Riccio, Esquire

## **NEGOTIATIONS COMMITTEE**

Mrs. Robyn Glocker-Hammond, Chairperson  
Mr. Joseph Marcucci  
Mr. Frank Minniti

## **GREENWICH TOWNSHIP EDUCATION ASSOCIATION**

**Miss Joann Parker, President  
Mrs. Nora Traum, Vice President  
Mrs. Kate Brown, Secretary  
Mrs. Lynn Leupold, Treasurer**

## **NEGOTIATIONS COMMITTEE**

**Mrs. Nora Traum, Chairperson  
Mrs. Kate Brown  
Mrs. Jennifer Ellick  
Mrs. Lynn Leupold  
Miss Joanne Parker**

## ARTICLE I - PREAMBLE

This Agreement entered into by and between the Greenwich Township Board of Education, hereinafter called the "Board," and the Professional Staff of the Greenwich Township Education Association, hereinafter called the "Association," represents and incorporates the complete and final understandings of all topics that were or could have been the subject of negotiations. The parties are bound only by the expressed language of this Agreement.

## ARTICLE II - DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 2004, and terminate June 30, 2007, provided that if no new Agreement has been adopted by that time, the Agreement then in force shall continue until a new Agreement is ratified.
  - 1. Upon ratification, any and all benefits of the new agreement will be instituted retroactively to the date the agreement became effective.
- B. This Agreement may be amended by mutual consent through an instrument in writing duly executed by both parties. Any amendment made thereto shall be binding on both parties from its agreed effective date.

## ARTICLE III - RECOGNITION

- A. The Board hereby recognizes the Greenwich Township Education Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all certified full-time teachers, nurses, librarians, and child-study team members employed by the Board.
  - 1. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement.
  - 2. The rights and privileges of the Association and its representatives as set forth in the agreement shall be granted to the Association as the exclusive representative of the teachers, and to no other comparable teacher organization.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined, and references to male teachers shall include female teachers.

- C. The Association shall file with the Board a list of its members in order to be recognized as the majority representative.
- D. The provisions of the Agreement shall be applied to all employees covered by it without discrimination on account of age, sex, race, color, creed, or national origin.

#### ARTICLE IV - NEGOTIATIONS

- A. Such negotiations shall begin not later than 120 calendar days prior to budget submission date as set by PERC of the calendar year preceding the calendar year in which this agreement expires. Any agreement negotiated shall apply to the unit defined in Article I.
- B. Both the Professional Staff and the Board retain the right to approve or reject any tentative agreement reached by their respective committees. Any such tentative agreements in part or whole, reached by their committees are binding only after being reduced to writing, ratified by the Professional Staff, adopted by the Board and signed by representatives of the Professional Staff and the Board.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. All negotiations sessions between the Association and the Board shall be held at times other than the normal school day.
- E. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection during the normal business day all data and information of the Greenwich Township School District that is available to the public.

#### ARTICLE V - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to requests from time to time reasonable information which may be necessary for the Association to process any grievance or complaint.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official

Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.

C. The Association and its representative shall have the right to use school buildings at reasonable hours for meetings. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.

1. An Association representative may speak to the teachers at any faculty meeting for a reasonable time upon the request of the representative. The Principal shall place the representative's request at the end of his agenda.
2. Whenever possible, the notice of, and agenda for, any meeting shall be given to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda, which are due in Principal's office one (1) week in advance of said meeting.
3. Exceptions to the provisions of sections C.1 and C.2 above may be made in cases of extreme emergency, as determined by the administration.

D. The Association shall have access to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, computers, peripherals, and all types of audio-visual equipment at reasonable times, and when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the Superintendent, building Principal, or designee. The Association will pay for any damage incurred, loss or theft of borrowed property. Permission of the building Principal or his designee shall be required. Such permission shall not be withheld unreasonably.

E. Representation Fee

1. If an employee does not become a member of the Association during any membership year which is covered in whole or part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative for the purpose of this provision,

employee means all members included in the bargaining unit who are receiving benefits. Employees who are non-members employed by the Board after January 1, will pay 85% of one-half the sum of regular dues, initiation fees and assessments for that membership year.

2. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of regular membership dues, initiations fees, and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount. The Board assumes no responsibility for said enforcement of the completed list.
3. Deduction and transmission of fee.

- a. Notification

The Association will submit to the Board a list of those employees in the bargaining unit who have not become members of the Association for the current membership year. The Board will deduct the full amount of the representation fee. Not to exceed, (85%) of the membership dues as certified by the secretary of the Association from the salaries of such employees and promptly will transmit the amount so deducted to the Association upon receipt of an appropriate written authorization of the employee involved.

- b. Payroll Deductions

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks of the employees on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid within 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continues in the employ of the Board in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid 15 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

4. Termination of Employment

- a. If an employee who is required to pay a representation fee terminates his or her employment with the Board during the year, the Board will deduct the unpaid portion from the last paycheck to said employee during the membership year in question.

## 5. Mechanics

- a. The mechanics of the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular dues in the Association.

## 6. Changes

- a. The Association will notify the Board in writing of any changes in the aforesaid list and/or the amount of the representation fee, and such charges will be reflected in and deductions made no more than 30 days after the Board received said notice.
- b. The Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this article or in reliance on any list, notice or assignment furnished under this article.

## ARTICLE VI - MANAGEMENT RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of state law, retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- 1. To hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
- 2. To abolish any such positions for reasons of (a) economy; (b) efficiency; (c) reduction in the number of pupils; (d) change in administrative or supervisory organization of the district; (e) for other good cause.

3. To maintain the efficiency of the school district operations entrusted to them.
  4. To determine the means by which such operations are to be conducted.
  5. To take whatever actions may be necessary to carry out the mission of the school district in situations or emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

## ARTICLE VII - TEACHER RIGHTS

- A. The Board and Association agree that teachers have the right to freely organize, join, and support the Association, its activities, and affiliates for the purpose of engaging in collective negotiations, or to refrain from such activities. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of these rights.
- B. No teacher shall be disciplined, reprimanded, reduced in rank, or deprived of monetary compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public by either party until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth. This shall not apply to the non-reemployment of a non-tenure teacher.
- C. Whenever any teacher is required to appear formally before the Superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. When a visitor requests a conference with a teacher to the administration during the school day, the administration shall:

1. Confer with said teacher to assure that both the conference and the timing are appropriate.
  2. Provide written permission to the visitor if granting administrative approval.
- F. Provision for keeping a "central register" will be made.
- G. Any criticism of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or at public gatherings, except to the extent such confidence is contrary to law.
- H. Any criticism of a Board Member, Administrator, or Supervisor shall be made in confidence and not in the presence of students, parents, or teachers, or at public gatherings.

## ARTICLE VIII - TEACHER EMPLOYMENT

- A. Non-tenured teachers shall be notified of his contract status in accordance with New Jersey statutes, Title 18A Education 18A:27-10. Non-tenured teachers shall notify the Board of Education of their intention in accordance with New Jersey statutes, Title 18A Education, 18A:27-12. Tenured teachers shall be notified of salary status for the coming year by April 30 or as modified by State ruling.
- B. Either the employee or the Board may terminate employment providing sixty (60) calendar days notification is given and are in compliance with the appropriate statutes.
- C. Presently employed teachers may apply for vacancies or new positions at anytime said positions or vacancies occur.
1. Notices of vacancies shall be posted on the office bulletin boards.
  2. Applications shall be in writing and addressed to the Superintendent, and shall include the following:
    - a. Reasons for desiring the change.
    - b. Capabilities and abilities which may especially qualify the requestor to be reassigned.

- c. Problems envisioned in leaving present assignment.
    - d. Any other information to assist the Board and administrators to arrive at the best decision possible.
  - 3. Such applications will be considered at the appropriate times for the positions or vacancies posted.
- D. In the event of any reduction in force, seniority and a record of satisfactory Performance evaluation shall be the criteria for determining such reduction. Recall shall be based upon the same seniority and satisfactory performance evaluation.

## ARTICLE IX - WORK YEAR AND TIME REQUIREMENTS

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-five (185) days.
- B. The teacher's normal workday shall be seven (7) hours, fifteen (15) minutes including duty free lunch. Sign-in and sign-out times will be set by Board policy. The individual teacher has the responsibility of notifying the Principal's office or designated person, of any deviation from this daily schedule.
- C. Duty-free lunch period
  - 1. Teachers shall have a daily duty-free lunch period of at least 45 minutes.
  - 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, but they must indicate their leaving and returning by initialing the faculty "sign-in, sign-out" roster, in the office.
- D. Teachers will have a minimum of one hundred fifty (150) minutes of preparation time in an average five-day (Monday to Friday) workweek.
  - 1. Prep time shall be devoted to work which is related to one's job responsibilities.

2. The Board recognizes that part of the above prep time may be used to attend to personal needs consistent with the educational needs of the district.
  3. It is desirable for every teacher to have an uninterrupted preparation period each day. The practice of depriving teachers of preparation periods is undesirable.
    - a. In cases where regular substitute teachers are not available, teachers who volunteer may be used as substitute teachers during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute teacher.
    - b. Teachers may be assigned to attend, including but not limited to, meetings with parents, administrators, C.S.T. members, etc. during this regularly scheduled preparation period.
  4. Volunteers and assigned teachers will credit these periods up to a total of two hundred seventy (270) minutes or equal to the agreed upon work day schedule, which entitles him to (1) additional personal business day to be taken before May 31. Such coverage shall be arranged by the Principal and shall be distributed as equitably as possible among teachers.
- E. Teacher participation in field trips or activities which are scheduled to extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary. It is understood that teacher participation in overnight or weekend trips will be prearranged prior to such a trip being scheduled.
- F. Exceptions to the provisions of Sections B, C, D, and E above may be made in cases of extreme emergency, as determined by the administration.
- G. Teacher participation in reasonable extracurricular activities is expected as part of their professional obligation.
- H. Teachers shall not be required to be in classrooms or have parent conferences on PTA meeting nights, except on scheduled annual Open House. On this day and any other time teachers are required to report back to school in the evening, pupils will have an early dismissal day and teachers may leave upon dismissal of the last bus pupil.
- I. Grade Level Chairpersons

1. Each September the administration shall designate teacher representatives to serve as Grade Level Chairpersons. If volunteers cannot be found by June 30 of the previous school year, administration shall designate teacher representatives in early September.
  2. Teachers will be provided 3 half-days of release time to fulfill Grade Level Chairperson responsibilities.
  3. The Grade Level Area Chairperson will meet with his teachers (group) at any time on any day, except during instruction time. The purpose of these meetings is for the staff to discuss supply orders, field trips, and other concerns relating to that particular grade level or group.
- J. Final determination of the school calendar resides with the Board. However, in the preparation leading up to final adoption by the Board, the Superintendent will contact the Association for suggestions before the completion of the calendar.
- K. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings one (1) day each month. Such meeting shall run for no more than sixty (60) minutes each.

## ARTICLE X - TEACHER EVALUATION

### A. Observations and Evaluations

1. As in the past, all monitoring or observation of the work performance of a teacher shall be conducted openly, and with full knowledge of the teacher. The use of eavesdropping, public address, video cameras, audio systems, and similar surveillance devices shall be strictly prohibited.
2. Except in cases of extreme emergency, a teacher shall be given a copy of any evaluation report prepared by his evaluator within ten (10) days after the evaluation and at least two (2) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. The teacher shall be required to sign the report indicating that they have read it.

3. The evaluation report shall be written in the same format for all teachers. The report will be brief and concise and will focus on the major criteria for the position. It shall be based on observable information rather than on factors requiring subjective judgment.
4. Each teaching staff member will be sent a copy of the current evaluation criteria for his or her position annually by the Chief School Administrator at the beginning of the school year.

B. Complaints regarding a teacher

1. Those complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which as a result of the investigation, shall become part of his file.
2. The teacher shall acknowledge that he has had the opportunity to review such materials by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within 30 calendar days and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. All documents shall be filed, with or without signature, and such action shall be so indicated by the supervisor. Each document shall have this statement at the bottom "Teacher's signature indicates receipt and review of the document but not necessarily approval or disapproval." The Association shall be informed if any employee described in the unit in Article I refuses to sign the document that is being placed in his file.

- D. Any question or evaluative criticism by a supervisor, administrator, or Board member of a teacher and his instructional methods shall be made in confidence.
- E. Members shall encourage the initiation of ideas and suggestions for projects by individual teachers, grade levels, Association committees, administrators, Broad members, students, parents, or any combination of these.

ARTICLE XI - LEAVES

A. Sick Leave

1. Twelve (12) days sick leave with pay shall be granted for each school year.
2. Teachers who begin employment in the district after school begins in September shall receive one (1) day for every month remaining in the school year. If a teacher begins after the 15<sup>th</sup> of any month, they will not receive the day for that month.
3. Each teacher shall be appraised of the number of accumulated sick days by October 1, tabulated as of September, including the current year.
4. When absence exceeds the annual and accumulated sick leaves, the Board may pay any such person each day's salary less the cost of a replacement (either real or estimated, if a replacement is not employed) for a period of thirty (30) days or balance of the teacher contract year, whichever occurs first. Such payment shall be determined by the Board on a case-by-case basis. A day's salary is 1/200 of the annual salary.
5. Whenever a teacher is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, the Board shall pay to such teacher the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3.
6. Any member of the staff excluded from work because of contact with communicable disease in the school system will not have any accumulated sick days deducted (not to exceed sixty [60] days).

B. Personal Leave

1. Each teacher shall be granted no more than three (3) days of personal leave of absence with pay.
2. Personal leave days are to be utilized for personal business that cannot be conducted outside the normal work day.
3. Procedure
  - a. An application form for personal leave must be submitted to the Superintendent for approval through the normal chain of

- command beginning with the Principal at least four (4) calendar days in advance.
- b. In cases of extreme emergency, requests may be granted immediately by the Principal. In the latter case the application form shall be submitted through the normal chain of command within two (2) days after the teacher's return to work in order to be paid.
  4. The unused second and third days of personal leave are accrueable to a maximum of twenty-three (23) days and may be used, with reason provided and Board approval, for the following purposes:
    - a. Extensions of sick leave after annual and accumulated sick leave is exhausted.
    - b. Personal business that cannot be conducted outside the normal work day, after annual personal days are exhausted.
  5. Each teacher shall be apprised of the number of accumulated personal leave days by October 1, tabulated as of September, excluding the current year.

C. Professional Leave

1. Every teacher may apply for permission to visit other schools, attend seminars, and observe other educational programs. These days shall be designated as professional leave; must be requested one (1) week in advance and must be approved by the Superintendent.
2. Attendance is voluntary and no teacher shall be forced to attend seminars or other events outside of the district. All approved in-service programs and workshops shall be eligible toward the fulfillment of the state mandated one hundred (100) hours professional development. Participants will receive hour for hour credit.

D. Death Leave

1. Up to five (5) calendar days shall be granted for a death in the immediate family. This would include mother, father, sister, brother, mother- and father-in-law, wife, husband, children, brother - and sister-in-law, grandparents and grandchildren. One (1) day for any other member of the family shall be granted.

**E. Good Cause**

1. Other leaves of absence without pay may be granted at the discretion of the Board.

**F. Sabbatical Leave**

1. Sabbatical leave shall be used for the purpose of graduate study in, or sponsored by a recognized college or university granting graduate credit but may not be utilized to engage in employment in other institutions or agencies.
2. Only full-time, certificated personnel who have completed a minimum of ten (10) years continuous service in Greenwich Township are eligible.
3. Not more than two (2) staff members will be eligible during one school year.
4. Persons interested in applying should submit their applications to the Superintendent before the budget preparation for the coming year (November). The request must be accompanied by a written statement giving the purpose of the leave, plan of activity to be pursued, the length of time involved, and the anticipated value of the experience to the individual and to the school system.
5. Applications must be approved by the Superintendent and the Board.
6. The term of sabbatical leave shall coincide with the fiscal school year (July 1 - June 30) and shall normally be for a full year. Half ( $\frac{1}{2}$ ) year leaves may be granted, however, providing adequate provision can be made for filling the half ( $\frac{1}{2}$ ) year vacancy.
7. Participants shall be awarded half ( $\frac{1}{2}$ ) pay for a full year's leave, or three-quarters ( $\frac{3}{4}$ ) pay for a half ( $\frac{1}{2}$ ) year's leave.
8. Participants are free to accept governmental and private grants to supplement their salaries; however, the total income shall not exceed the participant's salary as a member of the staff.
9. All awards under the Sabbatical Leave Program are contingent upon the participant remaining a member of the staff of the Greenwich

Township Schools for a minimum of two (2) full years following his return from Sabbatical Leave or refunding of stipend received.

10. The Sabbatical Leave shall not be computed as equivalent to teaching experience in determining future salary status. (Also, these persons are excluded from the benefits of sick leave as defined in 18A:30-2 and 18A:30-3.)
11. Upon return from leave the participant will present a report to the Board on the results of his period of study.

#### G. Child Rearing Leave

1. All tenured female teachers who become pregnant, tenured male teachers whose spouses become pregnant and all tenured teachers who are adopting a child shall be eligible for child rearing leave.
2. The date of commencement of child rearing leave shall be at the election of the employee with the following provisions:
  - a. Any teacher adopting a child may commence the leave upon receiving actual, legal custody of said child, providing such date is not between the beginning of the school year and December 1 of that year.
  - b. The employee shall inform the Board of intent to take child rearing leave at least sixty (60) days before the commencement of said leave.
  - c. The employee shall inform the Board of intent to return from child rearing leave at least forty-five (45) days notice prior to the commencement of a marking period.
  - d. Employees who wish to commence child rearing leave in September of the next current school year shall inform the Board prior to April 1 of the current school year.

#### 3. Duration

- 
- a. Child rearing leave shall be for the remainder of the school year if begun during the school year.
  - b. Child rearing leave shall be for the full school year in all other cases.
4. Extensions
- a. Child rearing leave shall not exceed two (2) years, unless the eligible teacher shall adopt or parent an additional child or children during the period of child rearing leave. In that event, the leave may be extended for one additional year. In no event shall any child rearing leave exceed three (3) consecutive years.
  - b. Written notification to extend child rearing leave to a second year or to return the next school year shall be given prior to April 1 during the first full or partial year of such leave.
  - c. Failure to provide such written notification shall be deemed a request to extend to a second year.
5. A teacher who wishes to return to full employment during a school year or who notifies the Board of the intent to return after the notification date as specified in the section above, shall be offered the first available position for which said teacher is certified and the administration considers appropriate. If no position becomes available, such teacher shall be afforded the opportunity to be employed as a substitute.
6. No salary shall be paid to any employee on child rearing leave, nor shall any rights or benefits be granted. Existing employee benefits shall be restored to the employee upon return to full employment. The Board cannot guarantee the employee will return to the position vacated, but will make every effort to do so when in the best interest of the educational program.
7. If a pregnancy is terminated before the term of the birth of the child, the teacher may apply for termination of leave allowing at least ninety (90) days for fair notice to the replacement. For the female teacher, such return must be accompanied by a certificate of physical fitness from her personal physician for her own health.

8. Neither the Board nor the Association shall discriminate against any person in violation of N.J.S.A. 10:5-1, the Constitution of the United States or the Constitution of the State of New Jersey.

#### H. New Jersey Family Leave Act

1. Leave may be taken pursuant to the New Jersey Family Leave Act. Any leave granted under the terms of this agreement relating to the same leave available under said New Jersey Family Leave Act shall be deemed to incorporate leave under that Act.

### ARTICLE XII - SALARIES, REIMBURSEMENTS AND BENEFITS

#### A. Base Salaries: Three (3) year contract. There will be a 5.5% increase in the first year, a 5.75% increase in the second year and a 5.75% increase in the third year.

1. Starting bachelor's salary (see attachment A).
2. Salary increases (see attachment A).
3. Permanent increases in salary for longevity in the district shall be based upon the completed years service in the district on the first day of school in September according to the following schedule:

Number of years service:

- |    |                        |        |
|----|------------------------|--------|
| a. | Ten (10) years         | \$ 400 |
| b. | Fifteen (15) years     | \$ 400 |
| c. | Twenty (20) years      | \$ 500 |
| d. | Twenty-five (25) years | \$ 500 |
| e. | Thirty (30) years      | \$ 500 |
| f. | Thirty-five (35) years | \$ 500 |

4. Upon submission of proof from the officers of an accredited institution of completion of one of the following increases in graduate education credits, a permanent increase of \$600 in salary will be made:

From	To
a. B.A.	B.A. + 15
b. B.A. + 15	B.A. + 30
c. B.A. + 30	M.A.
d. M.A.	M.A. + 15

- |    |           |           |
|----|-----------|-----------|
| e. | M.A. + 15 | M.A. + 30 |
| f. | M.A. + 30 | Ph.D.     |
5. No new employee shall be hired into the system at a higher rate of pay than someone presently employed and covered by the current contract with comparable experience and educational background.
- a. Teachers with previous teaching experience in the Greenwich Township School District shall receive, upon returning to the system, full credit for all outside teaching experience, military experience or alternative civilian service required by the Selective Service system, Peace Corps, VISTA or National Teacher Training Corps, work and time spent on a Fulbright Scholarship. Such teachers who have not been engaged in other teaching or the other activities indicated above, shall upon returning to the system be given credit for an additional full year, provided that in their last year in Greenwich Township Schools they served more than ninety (90) teaching days.
- B. Other salaries or wages that do not become part of the teacher's base salary.
1. Tutoring or bedside instruction or after school activity approved by the Board shall be paid at the rate of \$ 25.00 per hour.
  2. Any other remuneration paid for services rendered.
  3. Teachers shall be given one (1) compensation day each time they are moved to a new classroom. This compensation day must be used within one (1) year of the move.
  4. Mentor Teacher/Provisional Teacher
    - a. Salaries and Compensations: A teacher serving as a mentor shall be paid \$ 600 for each year or fraction thereof he/she serves as mentor. This amount shall not be added to the base salary.
    - b. Vacancies: All vacancies for mentoring positions shall be posted as the district is aware of its needs. The posting shall include the qualifications for the position. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again until all other qualified employees have been assigned.
    - c. No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

d. Professional Development: The Board of Education shall provide training for all teachers who serve as mentors before the start of their assignment. Whenever possible, such training shall be scheduled for hours the teacher is required to work. If the training is scheduled for other hours, the teacher shall be compensated at the rate of \$25.00 per hour. The district shall pay all costs connected with the training, including travel to any out-of-district training site.

#### C. Reimbursements

1. The Board shall reimburse a tenured teacher for courses of study taken at an accredited college or university, provided a grade of "B" or better (unless pass/fail is the only option) is earned and such proof is submitted to the Superintendent. Said reimbursement shall be limited to tuition credit charges and cost of required books and is limited to a maximum of six (6) credits per year at the state college rate. Payment shall be made within 30 days after proof is submitted to the Superintendent, said payment being charged to the year in which the course is taken. Books paid for under this article shall become the property of the Board upon purchase and shall be placed in the professional library of the district upon completion of each course. Such courses must be related to the teacher's area of specialization or district need as determined and approved in advance by the Superintendent.
2. Travel reimbursement for use of personal vehicles for authorized school business shall be at the prevailing IRS rate and Board policy.

#### D. Pay Period and Deductions

1. Teachers employed on a ten (10) month basis shall have the option of being paid their annual salaries in twenty (20) or twenty-four (24) semi-monthly installments. This decision must be sent to the Board Secretary by the end of the preceding school year. The selection of 20 or 24 pays (as opted by the employee) must be locked in for that year, but can be changed for the next year by notifying the Board Secretary at the end of the current year. Deductions as required by law will be deducted during the ten (10) month period.
  - a. Teachers shall be paid their June 30 check on the last working day of the school year provided they have completed all

professional responsibilities and such has been certified by the school Principal.

2. When pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
3. The Board agrees to deduct dues from the earnings of each Association member, when said member has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless the Board against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board, once these funds have been transferred by the Board to the Association.

#### **E. Benefits**

1. The Board agrees to pay for Blue Cross, Blue Shield, Major Medical and Rider J insurance coverage (equal to or better than the State Health Benefits Plan) for employees and their families.
2. The Board agrees to pay for Blue Cross, Blue Shield, Major Medical and Rider J insurance coverage (equal to or better than the State Health Benefits plan) for retired employees and their dependents. Only employees who have accrued twenty-five (25) or more years service in teaching and have participated for twenty-five (25) years in the state public employees pension plan, will be eligible for this benefit.
3. The Board shall provide the following plans at its expense:
  - a. Prescription Plan -- Blue Cross, Blue Shield prescription card, or equivalent, with \$15.00 (name brand drugs), \$ 10.00 (generic drugs) and increased mail order to two times retail (i.e.\$10.00) co-payment for the employee and their family.
  - b. Delta Dental Plan IIA – Family Coverage

Percentage Covered/Employee	
Preventive and Diagnostic	100%/0%
Remaining Basic	70%/30%
All Other	50%/50%

- c. Employee Assistance Program will be provided by the Board of Education.
- 4. The Board will allow retired employees to continue to receive dental, and prescription benefits at the group rate.

F. Unused sick leave upon retirement

- 1. Teachers shall be paid for unused sick leave upon retirement according to the following schedule:
  - a. \$35.00 per day for the first fifty (50) days.
  - b. \$50.00 per day for days in excess of fifty (50) days.
  - c. In order to be eligible for this benefit, teachers shall have:
    - (1) Completed twenty (20) or more years of service in the district.
    - (2) Have at least fifty (50) days of accumulated sick leave.
  - d. There shall be a \$7,000.00 maximum payment.
  - e. Any employee planning to retire shall notify the Board prior to December 1 of that school year. Any employee who fails to notify the Board prior to December shall be paid for unused sick leave in the following fiscal year. Retraction of the commitment to retire due to illness, personal tragedy, or unusual circumstances will be considered upon request of the employee.

G. Continuing Education Units

The Board of Education will provide the faculty an option of earning continuing education unit credits. Teachers may receive credit on the Salary Guide for successful completion of fifteen (15) CEU's. A continued Education Unit (CEU) is defined as ten (10) contracted hours of participation in a Board approved organized continued education experience under responsible sponsorship, capable direction and qualified instruction.

### ARTICLE XIII - GRIEVANCES

- A. A "grievance" shall mean a claim that there has been misinterpretation, misapplication, or a violation of Board policy, of this agreement, or of an

administrative decision affecting terms and conditions of employment. A grievance, to be considered under this procedure, must be initiated within thirty (30) calendar days of the time the teacher(s) knew or should know of its occurrence.

- B. A grievance may be initiated by a teacher or, if affecting a group of teachers, the Association may submit such grievance, in writing to the Principal, beginning the procedure at Level 1 through all levels thereafter. Resolution of the group grievance must be accepted by every individual in the group and may not be reopened by individuals.
- C. After consultation with the Association, forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee.
- D. The grievant shall include on the forms all pertinent information related to the grievance.
  - 1. The nature of the grievance and approximate date of occurrence.
  - 2. The nature and extent of injury, loss or inconvenience.
- E. Rights of teachers to representation
  - 1. Any aggrieved person must be represented at all stages above the first level of the grievance procedure by a representative selected or approved by the Association.
  - 2. No reprisals of any kind shall be taken against any participant by reason of such participation.
- F. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- G. Grievance Procedure
  - 1. Level 1: Any teacher who has a grievance may set forth his grievance in writing to his Principal on the approved grievance form. The principal shall communicate his decision to the teacher in writing, with reasons, within five (5) school days of receipt of the written grievance.

2. Level 2: The teacher, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified above. The Superintendent shall communicate his decision, in writing, with reasons, to the employee and to the Principal within ten (10) school days of receipt of the written grievance.
3. Level 3: If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request within five (5) school days to the Board. The Board shall review the grievance and shall, at the option of the Board or upon request of the teacher, hold a hearing with the teacher and render a decision in writing, with reasons, within thirty-five (35) calendar days of receipt of the grievance by the Board.
4. No claim by a teacher shall constitute a grievable matter beyond level three or be processed beyond level three if it pertains to any of the following:
  - a. Any matter for which detailed method of review is prescribed by law.
  - b. Any rules or regulations of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation.
  - c. Any by-law of the Board pertaining to its internal operation.
  - d. Any matter which according to law is beyond the scope of Board authority.
5. Level 4: If the decision of the Board does not resolve the grievance to the satisfaction of the teacher and the teacher wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A teacher, in order to process his grievance beyond level three, must have his request for such action accompanied by written recommendation for such action by the Association.

## H. Arbitration

1. Procedure for securing the services of an arbitrator
  - a. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they will request the American Arbitration Association to submit a second roster of names.
  - c. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) school days after receipt of the second roster of names, the American Arbitration Association may be requested by either party to designate an arbitrator.
2. Procedure for the arbitrator regarding content and disposition of findings.
  - a. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties.
  - b. The decision of the arbitrator shall be final and binding.
  - c. Only the Board and the aggrieved shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

## I. Miscellaneous

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. All meetings and hearings shall not be conducted in public, and shall include only such parties concerned or their designated representative (s) unless required by the Sunshine Legislation of the State of New Jersey.
2. It is understood that teachers shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and

applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process.
4. Costs
  - a. Each party shall bear the total cost incurred by themselves.
  - b. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

#### ARTICLE XIV - MISCELLANEOUS PROVISIONS

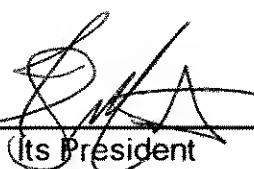
- A. The commercial cost of printing this Agreement shall be shared by the parties and a copy of this Agreement shall be presented to all teachers, if possible, on or before the beginning of the school year.
- B. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by rules and regulations or an appropriate administrative agency, such invalidation of such part or provisions of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision (s) of this Agreement, either party may do so by telegram or registered letter to the following address:

Greenwich Township School District  
Nehaunsey Middle School  
415 Swedesboro Road  
Gibbstown, New Jersey 08027-1199.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, this 10th day of May, 2004.

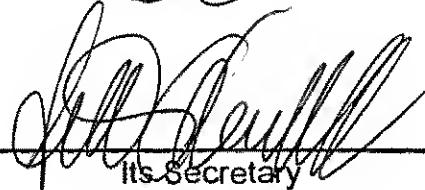
GREENWICH TOWNSHIP BROAD OF EDUCATION

By \_\_\_\_\_



Its President

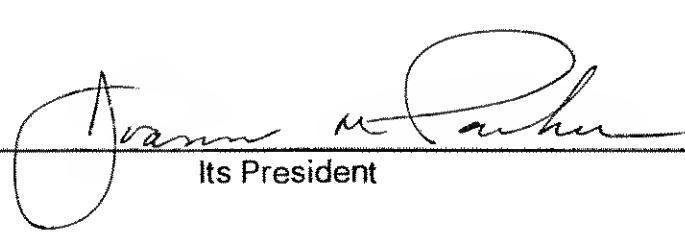
By \_\_\_\_\_



Its Secretary

GREENWICH TOWNSHIP EDUCATION ASSOCIATION

By \_\_\_\_\_



Its President

By \_\_\_\_\_



Its Secretary

## ATTACHMENT A

03-04								
EXP	STEP	BA	B+15	B+30	MA	M+15	M+30	DOC
0	1	37,561	38,161	38,761	39,361	39,961	40,561	41,161
1	2	37,861	38,461	39,061	39,661	40,261	40,861	41,461
2	3	38,161	38,761	39,361	39,961	40,561	41,161	41,761
3	4	38,461	39,061	39,661	40,261	40,861	41,461	42,061
4	5	39,088	39,688	40,288	40,888	41,488	42,088	42,688
5	6	39,716	40,316	40,916	41,516	42,116	42,716	43,316
6	I	40,488	41,088	41,688	42,288	42,888	43,488	44,088
7	J	41,540	42,140	42,740	43,340	43,940	44,540	45,140
8	K	42,592	43,192	43,792	44,392	44,992	45,592	46,192
9	L	44,065	44,665	45,265	45,865	46,465	47,065	47,665
10	M	46,169	46,769	47,369	47,969	48,569	49,169	49,769
11	N	49,115	49,715	50,315	50,915	51,515	52,115	52,715
12-14	O	52,060	52,660	53,260	53,860	54,460	55,060	55,660
15	P1	55,006	55,606	56,206	56,806	57,406	58,006	58,606
16-20	P2	57,636	58,236	58,836	59,436	60,036	60,636	61,236
21-22	Q1	60,371	60,971	61,571	62,171	62,771	63,371	63,971
23	Q2	64,160	64,760	65,360	65,960	66,560	67,160	67,760

04-05

EXP	STEP	BA	B+15	B+30	MA	M+15	M+30	DOC
0	1	38,956	39,556	40,156	40,756	41,356	41,956	42,556
1	2	39,156	39,756	40,356	40,956	41,556	42,156	42,756
2	3	39,466	40,066	40,666	41,266	41,866	42,466	43,066
3	4	39,776	40,376	40,976	41,576	42,176	42,776	43,376
4	5	40,425	41,025	41,625	42,225	42,825	43,425	44,025
5	6	41,074	41,674	42,274	42,874	43,474	44,074	44,674
6	7	41,873	42,473	43,073	43,673	44,273	44,873	45,473
7	8	42,961	43,561	44,161	44,761	45,361	45,961	46,561
8	9	44,049	44,649	45,249	45,849	46,449	47,049	47,649
9	10	45,572	46,172	46,772	47,372	47,972	48,572	49,172
10	11	47,748	48,348	48,948	49,548	50,148	50,748	51,348
11	12	50,795	51,395	51,995	52,595	53,195	53,795	54,395
12	13	53,840	54,440	55,040	55,640	56,240	56,840	57,440
13 - 15	14	56,887	57,487	58,087	58,687	59,287	59,887	60,487
16	15	59,607	60,207	60,807	61,407	62,007	62,607	63,207
17 - 21	16	62,436	63,036	63,636	64,236	64,836	65,436	66,036
22 +	17	66,354	66,954	67,554	68,154	68,754	69,354	69,954

05-06

EXP	STEP	BA	B+15	B+30	MA	M+15	M+30	DOC
0	1	40,534	41,134	41,734	42,334	42,934	43,534	44,134
1	2	40,734	41,334	41,934	42,534	43,134	43,734	44,334
2	3	40,934	41,534	42,134	42,734	43,334	43,934	44,534
3	4	41,256	41,856	42,456	43,056	43,656	44,256	44,856
4	5	41,929	42,529	43,129	43,729	44,329	44,929	45,529
5	6	42,602	43,202	43,802	44,402	45,002	45,602	46,202
6	7	43,430	44,030	44,630	45,230	45,830	46,430	47,030
7	8	44,559	45,159	45,759	46,359	46,959	47,559	48,159
8	9	45,687	46,287	46,887	47,487	48,087	48,687	49,287
9	10	47,267	47,867	48,467	49,067	49,667	50,267	50,867
10	11	49,524	50,124	50,724	51,324	51,924	52,524	53,124
11	12	52,684	53,284	53,884	54,484	55,084	55,684	56,284
12	13	55,843	56,443	57,043	57,643	58,243	58,843	59,443
13	14	59,003	59,603	60,203	60,803	61,403	62,003	62,603
14 - 16	15	61,825	62,425	63,025	63,625	64,225	64,825	65,425
17	16	64,758	65,358	65,958	66,558	67,158	67,758	68,358
18+	17	68,823	69,423	70,023	70,623	71,223	71,823	72,423

06-07

EXP	STEP	BA	B+15	B+30	MA	M+15	M+30	DOC
0	1	42,463	43,063	43,663	44,263	44,863	45,463	46,063
1	2	42,663	43,263	43,863	44,463	45,063	45,663	46,263
2	3	42,863	43,463	44,063	44,663	45,263	45,863	46,463
3	4	43,063	43,663	44,263	44,863	45,463	46,063	46,663
4	5	43,765	44,365	44,965	45,565	46,165	46,765	47,365
5	6	44,468	45,068	45,668	46,268	46,868	47,468	48,068
6	7	45,333	45,933	46,533	47,133	47,733	48,333	48,933
7	8	46,510	47,110	47,710	48,310	48,910	49,510	50,110
8	9	47,688	48,288	48,888	49,488	50,088	50,688	51,288
9	10	49,338	49,938	50,538	51,138	51,738	52,338	52,938
10	11	51,693	52,293	52,893	53,493	54,093	54,693	55,293
11	12	54,992	55,592	56,192	56,792	57,392	57,992	58,592
12	13	58,289	58,889	59,489	60,089	60,689	61,289	61,889
13	14	61,588	62,188	62,788	63,388	63,988	64,588	65,188
14	15	64,532	65,132	65,732	66,332	66,932	67,532	68,132
15-17	16	67,595	68,195	68,795	69,395	69,995	70,595	71,195
18+	17	71,837	72,437	73,037	73,637	74,237	74,837	75,437

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name John Gulliford

Title SBA/BS